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15 Continuing Education Coordinating Board For
16 Emergency Medical Services

17 **IN THE UNITED STATES DISTRICT COURT**
18 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

19 **TARGETSAFETY.COM, INC.,** a California
20 corporation,

21 Plaintiff,

22 v.

23 **CONTINUING EDUCATION COORDINATING**
24 **BOARD FOR EMERGENCY MEDICAL**
25 **SERVICES, INC.,** a Missouri non-profit corporation
26 and DOES 1-10,

27 Defendants.

Case No.: 08-CV-0994-JLS-JMA

**DECLARATION OF ELIZABETH
SIBLEY IN SUPPORT OF MOTION
TO DISMISS ACTION FOR LACK OF
GENERAL OR SPECIFIC
JURISDICTION**

Date: October 16, 2008

Time 1:30 p.m.

Dept: 6

Judge: Janis L. Sammartino

Complaint Filed: June 4, 2008

28 I, Elizabeth Sibley, declare as follows:

1. I am the Executive Director of Continuing Education Coordinating Board for
Emergency Medical Services, Inc. (hereinafter "CECBEMS"). I submit this Declaration in support
of CECBEMS' Motion to Dismiss Action or for Change of Venue. I have personal knowledge of
the facts and matters set forth in this Declaration, and could, if called upon to testify, competently
testify as to all facts set forth herein, except as to any matters put forth based upon information and
belief, and as to those matters I believe them to be true.

FACTS PERTAINING TO CECBEMS OPERATIONS GENERALLY

2. CECBEMS is a Missouri not-for-profit corporation with its only office located in Dallas, Texas. CECBEMS does not have an office in California.

3. The Chairperson of the Board of Directors, Nancy Steiner, lives in California.

4. CECBEMS' other officers and directors live in various states, including: Illinois, Maryland, Nebraska, New York, North Carolina, Ohio, Pennsylvania, and South Carolina.

5. Occasionally, the Board of Directors may meet through the use of telephone conference calls, which might involve calling me in Texas. The Board of Directors will also occasionally meet during national conferences if many of the directors will be present. On three occasions, once in 2000, once in 2005 and once in 2007, such meetings fortuitously occurred during national conferences in California. Neither TargetSafety nor any other California business was discussed at these board meetings.

6. The Chairperson does not make any unilateral decisions for the Board or the Corporation.

7. Defendant provides accreditation of Continuing Medical Education (hereinafter "CME") courses. These courses are offered by various providers of CME to emergency medical technicians and paramedics. CECBEMS provides a nationally recognized, but not a nationally required, accreditation of such courses to any CME provider who wishes to apply to CECBEMS for accreditation, provided that the courses applied for meet the standards which CECBEMS has set for the accreditation of the courses.

8. Any decision to revoke accreditation must be made by a majority of the CECBEMS Board of Directors. There has not yet been a majority vote of the members of the CECBEMS Board of Directors to revoke any accreditation of any TargetSafety CME course or even a resolution put to the Board.

9. As a practical matter, every state is in charge of setting up its own certification and recertification process for EMS providers, such as Emergency Medical Technicians and Paramedics.

10. CECBEMS does not submit requests to any state to accept CECBEMS accreditation as part of that state's processes. CECBEMS does not have any exclusive or contractual relationships

1 with any states, including California, which require accepting only CECBEMS accreditation.
2 California does not require CECBEMS accreditation.

3 11. CECBEMS has no contracts or any other agreements with any states, including
4 California, requiring the acceptance of courses accredited by CECBEMS.

5 12. Certain States may have taken actions or made decisions to either accept or require
6 CECBEMS accredited courses, but those state actions or decisions were not required by CECBEMS
7 and CECBEMS has never requested that any state require CECBEMS accreditation. CECBEMS did
8 not participate in those actions or decisions. CECBEMS has no control over the decision making of
9 state EMS administrators.

10 13. In order to apply for accreditation of a CME course, the provider must download and
11 physically print out the accreditation application. The CME provider must then fill out the
12 application, provide all necessary materials, sign an Attesting Statement and an Assurances and
13 Certifications statement.

14 14. Defendant, CECBEMS is not involved in a provider's completion of the application,
15 the creation of the attachments, or the submission of the materials.

16 15. The CME provider must mail the completed application and all attachments to the
17 CECBEMS office in Texas. Alternatively, the application and all attachments could be submitted
18 electronically via email transmission. There are no circumstances under which an application can be
19 filed, or has ever been filed in California.

20 **FACTS PERTAINING TO CECBEMS CONTACTS WITH CALIFORNIA**

21 16. CEBEMS has virtually no contacts with the State of California, or any portion
22 thereof.

23 17. CECBEMS does not have an office in California.

24 18. CECBEMS does not have a phone number in California.

25 19. CECBEMS does not have an alternative mailing address in California for the
26 purposes of receiving mail.

27 20. CECBEMS does not have any bank accounts in any bank branches in California. All
28 of CECBEMS' banking is conducted at a banking institution in Dallas, Texas.

1 21. CECBEMS does not solicit any business in California. CECBEMS does not have any
2 sales force operating in California. CECBEMS is not licensed to do business in California.

3 22. CECBEMS does not directly advertise to California businesses, any providers of
4 accredited CME in California, or EMS providers in California. CECBEMS does not mail any
5 marketing materials into California. CECBEMS does not take out any advertisements in California
6 magazines.

7 23. Some CECBEMS personnel recently attended a conference, held in California, for
8 state administrators. CECBEMS did have a booth at the conference. The purpose behind
9 CECBEMS' attendance at the conference was to provide awareness to any state administrator about
10 CECBEMS accreditation. The conference did not lead to, and was not intended to lead to, any
11 business in California, as CECBEMS does not enter into contracts or other business arrangements
12 with any state or EMS agency officials.

13 24. CECBEMS does not directly solicit business from any states or any state
14 administrators, including California, and did not do so during the conference.

15 25. CECBEMS maintains a website which is housed on a computer server located in
16 California. The website provides information and reference materials to viewers, including an
17 application for accreditation.

18 26. The website is not interactive in nature: an application cannot be filled out and
19 submitted on the website. Fees for the accreditation application cannot be paid using the website.
20 Quarterly course completion fees cannot be paid using the website.

21 27. CECBEMS website currently lists seventy-eight (78) individuals that are reviewers of
22 applications. Of the seventy-eight, only three (3) reside in California; none reside in the Southern
23 District of California. No applicant for accreditation may have any direct contact with a reviewer and
24 TargetSafety had no contact with any application reviewer in California.

25 **TARGETSAFETY'S INFECTIOUS DISEASE COURSE**

26 28. I have reviewed our documents and records pertaining to the Infectious Disease
27 Control course for which TargetSafety applied for and received accreditation.

28 29. Between the date the course was granted CECBEMS accreditation, in March 2007,

1 and March 31, 2008, TargetSafety reported a total of seventy-two (72) instances of student
2 completion of that course. None of these reported completions were for students located in
3 California.

4 30. In March 2008, an administrator of an emergency medical service in the state of
5 California questioned the validity of a course completion certificate which was given to her by
6 TargetSafety. She was a student of TargetSafety's Infectious Disease Control course. The course
7 certificate did not bear CECBEMS' statement of accreditation. She confirmed that TargetSafety was
8 listed as an accredited provider on CECBEMS' website. She was confused because she thought that
9 she had completed a CECBEMS approved course.

10 31. The EMS administrator was aware that TargetSafety was identified as offering
11 CECBEMS accredited courses.

12 32. The certificate provided to the student, by TargetSafety did not contain a CECBEMS
13 accreditation statement as the course was an identically named, yet only state approved, version of a
14 CECBEMS accredited course.

15 33. While in my Texas offices, I searched CECBEMS' records to determine if the student
16 had been reported as having completed a CECBEMS accredited course. I found no references to the
17 student in the CECBEMS records, which are maintained in Texas.

18 34. While in my Texas offices, I then contacted TargetSafety in California seeking
19 confirmation that the student had taken a CECBEMS accredited course. TargetSafety informed me
20 that the student had not been reported to CECBEMS, as the student took a different course of the
21 same name.

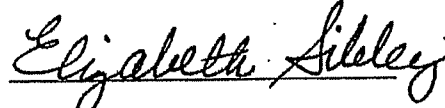
22 35. After having discussions with members of the Board of Directors of CECBEMS, I
23 notified TargetSafety that corrective action had to be taken to correct the confusion that was being
24 caused by offering two different courses under identical names.

25 36. My conversations with directors occurred while I was at the CECBEMS Spring Board
26 meeting in Phoenix, Arizona. My decision to threaten action, if corrective actions were not taken by
27 TargetSafety, was made in Texas.
28

1 37. I drafted my letters to TargetSafety in my office in Texas and then mailed them from
2 my office.

3 I declare under the penalty of perjury under the laws of the United States of America that the
4 foregoing is true and correct.

5 Executed this 8 day of August, 2008 at Dallas, Texas

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7 
8 Elizabeth Sibley
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DECLARATION OF SERVICE
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

Case Name: *Targetsafety.com, Inc. v. CECBEMS, Inc.*
Case No.: 08-CV-0994 JLS (JMA)

I am a resident of the state of California, I am over the age of 18 years, and I am not a party to this lawsuit. My business address is 101 West Broadway, Suite 900, San Diego, California 92101. On the date listed below, I served the document(s) entitled:

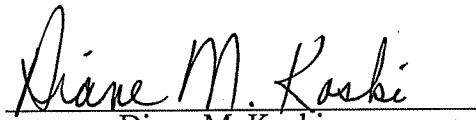
**DECLARATION OF ELIZABETH SIBLEY IN SUPPORT OF MOTION TO
DISMISS ACTION FOR LACK OF GENERAL OR SPECIFIC
JURISDICTION**

☒ via electronic service to the attorneys of record on file with the U.S. District Court for this case, as follows:

Frank L. Tobin, Esq. Attorneys for Plaintiff
Mathieu G. Blackston
Procopio, Cory, Hargreaves & Savitch LLP
530 B Street, Suite 2100
San Diego, CA 92101
Phone: 619-238-1900
Fax: 619-235-0398

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed August 8, 2008, at San Diego, California.


Diane M. Koski